

EXHIBIT 9

[Print](#) [Close Window](#)**Subject: RE: Settlement Agreement****From:** "Jason R. Mullis" <JMullis@wshblaw.com>**Date:** Mon, Jun 29, 2015 2:21 pm**To:** "'ps@strojnik.com'" <ps@strojnik.com>, Eddie Pantiliat <EAP@legalcounselors.com>**Cc:** Amy Patterson <pattersona82@gmail.com>**Attach:** image001.jpg

We never had an agreement to provide the money by July 3rd. The agreement required us to provide payment within the "earliest possible time following the execution of this Agreement," which was understood to be between 30 and 60 days. We will likewise seek our fees due to the frivolous nature of your motion. We are working as fast as we can to obtain the funds.

Jason R. Mullis

Partner | Wood, Smith, Henning & Berman LLP

2525 E. Camelback Rd., Suite 450 | Phoenix 85016

jmullis@wshblaw.com | TEL 602.441.1314 | FAX 602.441.1350**From:** ps@strojnik.com [mailto:ps@strojnik.com]**Sent:** Monday, June 29, 2015 2:12 PM**To:** Jason R. Mullis; Eddie Pantiliat**Cc:** Amy Patterson**Subject:** RE: Settlement Agreement

If I do not have the signed settlement agreement and the check in hand by Friday, I am filing a Motion to Compel Settlement Agreement, for sanctions and attorney's fees.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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----- Original Message -----

Subject: RE: Settlement Agreement**From:** "Jason R. Mullis" <JMullis@wshblaw.com>**Date:** Mon, June 29, 2015 2:03 pm**To:** "'ps@strojnik.com'" <ps@strojnik.com>, Eddie Pantiliat<EAP@legalcounselors.com>**Cc:** Amy Patterson <pattersona82@gmail.com>

We discussed the time period for payment previously and nothing has changed. We received the executed agreement from you on June 22nd. Thirty days would put us at July 22nd for a likely payment date.

Jason R. Mullis

Partner | Wood, Smith, Henning & Berman LLP

2525 E. Camelback Rd., Suite 450 | Phoenix 85016

jmullis@wshblaw.com | TEL 602.441.1314 | FAX 602.441.1350**From:** ps@strojnik.com [mailto:ps@strojnik.com]**Sent:** Monday, June 29, 2015 1:56 PM**To:** Jason R. Mullis; Eddie Pantiliat**Cc:** Amy Patterson

Subject: RE: Settlement Agreement

Why will you not have it done? There are 4 Farmers check writing facilities in the Valley.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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----- Original Message -----

Subject: RE: Settlement Agreement
From: "Jason R. Mullis" <JMullis@wshblaw.com>
Date: Mon, June 29, 2015 1:34 pm
To: "ps@strojnik.com" <ps@strojnik.com>, Eddie Pantiliat
 <EAP@legalcounselors.com>
Cc: Amy Patterson <pattersona82@gmail.com>

We will not have funding by the 6th, so we should plan on filing a joint stipulation.

Jason R. Mullis

Partner | Wood, Smith, Henning & Berman LLP
 2525 E. Camelback Rd., Suite 450 | Phoenix 85016
jmullis@wshblaw.com | TEL 602.441.1314 | FAX 602.441.1350

From: ps@strojnik.com [mailto:ps@strojnik.com]

Sent: Monday, June 29, 2015 1:33 PM

To: Eddie Pantiliat

Cc: Jason R. Mullis; Amy Patterson

Subject: RE: Settlement Agreement

The Court will dismiss Patterson's action on July 6. Can you give me assurances that we will get this resolved by then? Alternatively, we need to file a stipulation to extend time.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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----- Original Message -----

Subject: RE: Settlement Agreement
From: <ps@strojnik.com>
Date: Sat, June 27, 2015 9:19 pm

To: "Eddie Pantiliat" <EAP@legalcounselors.com>
 Cc: "Jason R. Mullis" <JMullis@wshblaw.com>, "Amy Patterson"
 <pattersona82@gmail.com>

Thanks.

Cordially Yours,

Peter Strojnik
 STROJNIK, P.C.
 2415 East Camelback Road Suite 700
 Phoenix, Arizona 85016
 Telephone: 602-524-6602
 Facsimile: 602-296-0135
 e-mail ps@strojnik.com

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----- Original Message -----

Subject: Re: Settlement Agreement
 From: Eddie Pantiliat <EAP@legalcounselors.com>
 Date: Sat, June 27, 2015 9:12 pm
 To: "ps@strojnik.com" <ps@strojnik.com>
 Cc: "Jason R. Mullis" <JMullis@wshblaw.com>, Amy Patterson
 <pattersona82@gmail.com>

We are procuring signatures. Jason is handling funds

Sent from my iPhone

On Jun 27, 2015, at 8:52 AM, "ps@strojnik.com" <ps@strojnik.com> wrote:

How are the signatures coming along?

Cordially Yours,

Peter Strojnik
 STROJNIK, P.C.
 2415 East Camelback Road Suite 700
 Phoenix, Arizona 85016
 Telephone: 602-524-6602
 Facsimile: 602-296-0135
 e-mail ps@strojnik.com

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----- Original Message -----

Subject: RE: Settlement Agreement
 From: Eddie Pantiliat <EAP@legalcounselors.com>
 Date: Tue, June 23, 2015 9:02 am
 To: "ps@strojnik.com" <ps@strojnik.com>, "Jason R. Mullis"
 <JMullis@wshblaw.com>
 Cc: Amy Patterson <pattersona82@gmail.com>

Thank you Peter, I will circulate for signatures.

HYMSON GOLDSTEIN & PANTILIAT

ATTORNEYS, MEDIATORS & COUNSELORS



EDDIE A. PANTILIAT
ATTORNEY & COUNSELOR
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From: ps@strojnik.com [mailto:ps@strojnik.com]

Sent: Monday, June 22, 2015 6:20 PM

To: Jason R. Mullis; Eddie Pantiliat

Cc: Amy Patterson

Subject: RE: Settlement Agreement

Here is Amy's signature.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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----- Original Message -----

Subject: RE: Settlement Agreement

From: <ps@strojnik.com>

Date: Mon, June 22, 2015 3:40 pm

To: "Jason R. Mullis" <JMullis@wshblaw.com>, "Eddie Pantiliat"

<EAP@legalcounselors.com>

Cc: "Amy Patterson" <pattersona82@gmail.com>

Thank you. I will circulate the final version, signed by me, to Amy for her signature. We should have this back to you by tomorrow.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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immediately notify the sender by return e-mail, and delete the original message and all copies from your system. Thank you.

----- Original Message -----

Subject: RE: Settlement Agreement
From: "Jason R. Mullis" <jMullis@wshblaw.com>
Date: Mon, June 22, 2015 3:00 pm
To: "ps@strojnik.com" <ps@strojnik.com>, Eddie Pantiliat <EAP@legalcounselors.com>
Cc: Amy Patterson <pattersona82@gmail.com>

Peter:

Your redline changes were not on the agreement and wanted to provide a version incorporating your changes for final approval. I accepted all of your changes, but added "only" at the end of subparagraph 7. Upon your approval, I will provide a clean PDF version for us to circulate amongst our clients.

With regard to payment, Farmers will be funding the entire settlement amount and anticipate we will be able to comply with the 30 day provision in the agreement (assuming an executed version of the agreement is received from Patterson today or tomorrow).

Jason

Jason R. Mullis

Partner | Wood, Smith, Henning & Berman LLP
2525 E. Camelback Rd., Suite 450 | Phoenix 85016
jMullis@wshblaw.com | TEL 602.441.1314 | FAX 602.441.1350

From: ps@strojnik.com [mailto:ps@strojnik.com]

Sent: Wednesday, June 17, 2015 10:01 AM

To: Eddie Pantiliat; Jason R. Mullis

Cc: Amy Patterson

Subject: RE: Settlement Agreement

I recognize the validity of your points. However, the liquidated damages provision should be mutual, not unilateral, so I have made changes reflecting same. Also, I added verbiage about statements relating to Peter K. Strojnik which your clients can make if they do not reference Patterson or me.

On the matter of payment, I appreciated that you have already ordered the check(s). I anticipate that you will not find the proposed proposed changes offensive and that we can ink the deal within 48 hours. Therefore, I redlined the payment provision to reflect best efforts on all sides.

I attach the redlined paragraphs 1, 4-7. Eddie, I also attach the [Proposed] Order.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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----- Original Message -----

Subject: RE: Settlement Agreement
From: Eddie Pantiliat <EAP@legalcounselors.com>
Date: Wed, June 17, 2015 9:12 am
To: "ps@strojnik.com" <ps@strojnik.com>, "Jason R. Mullis" <JMullis@wshblaw.com>

Peter,

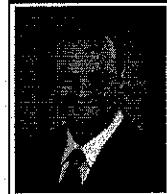
I must rely on Jason's positon with regard to the timing of payment. I would hope that it can be made sooner than what we expect but my clients have no control over the carrier's funding process.

The Liquidated damages is a material provision. I disagree with your comments as my clients are not litigious people and have suffered great harm from the amount of negative publicity this case has created. We expect that Amy would not do anything further to harm that reputation but need this assurance. I am open to discuss the amount of liquidated damages but will not agree to removing the entire provision.

Lastly, the Stipulation looks fine but I did not see a proposed form of Order.

Thank you.

HYMSON GOLDSTEIN & PANTILIAT
ATTORNEYS, MEDIATORS & COUNSELORS



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From: ps@strojnik.com [mailto:ps@strojnik.com]

Sent: Tuesday, June 16, 2015 9:14 PM

To: Jason R. Mullis

Cc: Eddie Pantiliat

Subject: RE: Settlement Agreement

Counsel, I am not here to argue, I am here to fix. The best way to proceed, then, is for your clients and you to execute the Settlement Agreement. This should take 24 hours.

6/30/2015

Let's get this done.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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----- Original Message -----

Subject: Re: Settlement Agreement
From: "Jason R. Mullis"
[<JMullis@wshblaw.com>](mailto:JMullis@wshblaw.com)
Date: Tue, June 16, 2015 8:58 pm
To: "ps@strojnik.com" <ps@strojnik.com>
Cc: Eddie Pantiliat
[<EAP@legalcounselors.com>](mailto:EAP@legalcounselors.com)

With respect to timing of payment, your information is wrong. They won't even process payment until they receive a signed agreement. Then they require funds to be processed through our trust account before dispersal and won't permit checks to be cut directly to a plaintiff. Thirty days is a minimum from receipt of a signed agreement.

Sent from my iPhone

On Jun 16, 2015, at 8:53 PM,
["ps@strojnik.com"](mailto:ps@strojnik.com) <ps@strojnik.com> wrote:

Thank you for the draft. Please review my redlined changes.

I agree that there should be no more publicity.

I have mainly two issues: First, I know from personal experience that Farmers can have the check(s) to you within a couple of days, so the 60 day payment period is unreasonable. Settlements are usually paid within 10-14 days from the date of settlement, in our case June 6, 2015. In my redlines I propose a date certain when the payment is to be made.

The second issue is the liquidated damages issue. In my view there is no need for a liquidated damages provision. Damages are already covered by old Para 14, new Para

13. In addition, liquidated damages provisions have the unfortunate effect of having both parties looking for a sliver of breach as, for example, someone says "Yes, we settled and we are happy with the settlement", and the suing under the liquidated damages provisions.

Lastly, I attach a proposed stipulation for the entry of judgment and the proposed order.

Cordially Yours,

Peter Strojnik
STROJNIK, P.C.
2415 East Camelback Road Suite 700
Phoenix, Arizona 85016
Telephone: 602-524-6602
Facsimile: 602-296-0135
e-mail ps@strojnik.com

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----- Original Message -----

Subject: Settlement
Agreement
From: Eddie Pantiliat
<EAP@legalcounselors.com>
Date: Tue, June 16, 2015
4:25 pm
To: "ps@strojnik.com"
<ps@strojnik.com>
Cc: "Jason R. Mullis
(JMullis@wshblaw.com)"
<JMullis@wshblaw.com>

Hello Peter,

Here is the Settlement Agreement approved by us and the carrier. As you can see, it is imperative that Amy not create any more publicity related to this matter and certain necessary provisions have been included to assure that certainty and we consider them material terms to the Settlement.

6/30/2015

Thank you.

<image001.jpg>
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Liability Company

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Agreement from Ed REDLINED.docx>
<2. Patterson - Draft Settlement
Agreement from Ed REDLINED.pdf>
<Stipulation for Dismissal with
Prejudice.doc>
<Order Dismissing with
Prejudice.doc>

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